



Representing Contract Faculty, Teaching Assistants, Graduate Assistants,
and Part-Time Librarians and Archivists @York University, Toronto

Canadian Union of Public Employees/Syndicat canadien de la fonction publique local/section locale 3903

March 28, 2024

Dear Dan Bradshaw,

CUPE 3903 remains committed to negotiations and reaching an agreement in the near future. This is why on Sunday, March 24 we presented a significantly reduced wage proposal, dropping by 4%. The two bargaining sessions on March 24 and 25 achieved significant progress, with the Union and Employer reaching agreement on more than 20 proposals. At the end of those two days, at 6 pm on March 25, we presented a new comprehensive package to the Mediators. The Employer has yet to provide a response to that package or answer our questions in regards to those proposals. Contrary to what you have shared with the community, we do see a path to a settlement; but the Employer must be willing to come to the table.

In the interest of moving things forward, and taking our cues from your March 16 document, we present you with questions below. With your answers to these questions, and a response to our March 25 6 pm package, we will be in a position to quickly respond with a new comprehensive package that we believe will move us towards a swift resolution.

Sincerely,

The CUPE 3903 Bargaining Team

Questions:

1) Mentorship

This proposal operationalizes recommendations made by multiple reports commissioned by the University. Mentorship provided by experienced colleagues and bargaining unit members offers a critically important source of support for people who have historically been excluded from higher education and who experience barriers as a result of these systemic exclusions. Robust and diverse mentorship programs therefore can serve as an affirmation of the University's commitments to decolonization and employment equity. Mentorship can also serve the University's stated goals of employee retention. Having reviewed documents provided by the Employer on February 22, 2024, we find that the University's existing programs for Unit 1 and 3 members (provided through the Faculty of Graduate Studies) focus on academic mentorship and not on social and peer supports; and the University's existing programs through the Teaching Commons are an inadequate substitute for the mentorship opportunities offered to our YUFA colleagues. Therefore, we again ask, how is the Employer responding to its own reports' recommendations for employment equity-focused mentorship programs, particularly for Indigenous and racialized members?

2) Protection from Technological Change

This proposal is modeled on existing language found in the YUFA Collective Agreement (CA) and language from other existing CAs in the sector. Why does the Employer feel that the Union doesn't deserve protection from new technology as technology changes are escalating? What is the reasoning behind not engaging with this proposal in the context of other Unions going on strike for concerns over the use of Artificial Intelligence (AI) within their sectors?

3) Continuation of Library and Email Usage

- a) Post-contract U1/U2
- b) Retirees

We would like to understand the Employer's lack of engagement with both of these proposals. In the Union's view, the financial requirements would be minimal. By contrast, the benefits would be significant, for example in regards to the ability of Unit 1 and 2 members to begin researching syllabus design and readings before the formal start of a contract. Understanding the Employer's reluctance would help us better plan the way forward with these proposals.

4) Funds and Accommodations for Racialized Members Experiencing Violence, Harassment, and Discrimination

During bargaining, the Employer has not denied the Union's assessment that racial violence, harassment, and discrimination takes place at the workplace and is a part of the everyday reality of many racialized members, including at York University. These proposals have been put forward as a response to those real and ongoing realities and the fund in particular is modeled on the already existing Sexual Assault Survivor's Fund (SASF), which has been part of CUPE 3903 CAs since 2018. In agreeing to contribute to the SASF, the University acknowledged the profound impact of sexual and gender-based violence on the lives of our members and assisted in the creation of a fund that has helped offset the cost of therapy, legal support, and lost wages.

Further, through the Centre for Sexual Violence Response, Support, and Education (the Centre), members receive support in coordinating both academic and workplace accommodations, along with accessing additional financial assistance (beyond SASF). In recognizing the need for accommodations for survivors, the University has acknowledged the mental health impact of sexual and gender-based violence and has removed much of the bureaucratic burden of accessing accommodations by providing this support. The Union wonders what, in the Employer's view, is substantially different between the needs of members experiencing gendered or sexual violence and the needs of members experiencing racial discrimination, harassment, and violence in the workplace? Is the assumption that survivors of racialized violence do not require the same level of support and care or that the mental health impacts are lesser than those experienced by members who have survived gender-based violence? In the absence of centralized services for members experiencing racialized violence, such as the Centre for Sexual Violence Response, Support, and Education, services that the York community has been demanding for years, what direct financial assistance does the University offer its members to access the very services that it has failed to provide. What is different about the impacts of institutionalized racism and racialized violence that would disqualify our members from having access to the same sort of fund and from receiving academic and workplace accommodations? For further context, at the bargaining table, the Employer has acknowledged equivalencies in the issues addressed in both Articles 4.03 and 4.04 (CUPE 3903 Unit 2 CA).

5) Grant-In-Aid (GIA) and Graduate Financial Assistance (GFA)

Historically, both GIA and GFA have been bargained for as "across-the-board" increases and have been negotiated in tandem with wages. So far, the Employer has proposed both retroactive wage increases (reflecting the need to correct the unconstitutional nature of Bill 124) and future wage increases. Yet the Employer has proposed no retroactive increases to GIA and no increases (retroactive or future) to GFA. Both GIA and GFA were unconstitutionally limited by Bill 124 and comprise a significant portion of the take-home pay of graduate students.

What is different in this round of bargaining such that the Employer has not included GIA and GFA as across-the-board monetary items?

6) Funding Commitment for Priority Pool Members

What are the Employer's concerns about standardizing pay for priority pool members in Unit 3 as it is already done for Unit 1?